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LGC EMPLOYEECO, LLC

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN FRANCISCO DIVISION**

17 ANDREW MORK, an individual,
18
19 Plaintiff,
20 vs.

21 LGC EMPLOYEECO, LLC, a Delaware
limited liability company d/b/a LAMONS
22 MANUFACTURING & SERVICE CO.;
and DOES 1 through 50 inclusive,
23 Defendants.
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Case No. 4:25-cv-00651-HSG

**JOINT STIPULATION TO
REOPEN ARBITRATION AND
ORDER (as modified)**

Judge: Hon. Haywood S. Gilliam, Jr.
Courtroom 2

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

This Stipulation is hereby entered into by and between Plaintiff ANDREW MORK (“Plaintiff”) and Defendant LGC EMPLOYEECO, LLC d/b/a LAMONS MANUFACTURING & SERVICE CO. (“Defendant”), by and through their respective counsel of record:

WHEREAS, on December 17, 2024, Plaintiff filed a civil complaint against Defendant in the Superior Court of California, County of Contra Costa, entitled *Mork v. LGC EmployeeCo, LLC d/b/a Lamons Manufacturing & Service Co.*; Case No. C24-03416 (“State Court Complaint”), asserting six employment-related causes of action for: (1) Discrimination in Violation of the FEHA – Gov’t Code § 12940 et seq.; (2) Retaliation in Violation of the FEHA – Gov’t Code § 12940 et seq.; (3) Failure to Prevent Discrimination and/or Retaliation in Violation of the FEHA – Gov’t Code § 12940 et seq.; (4) Failure to Accommodate in Violation of the FEHA – Gov’t Code § 12940 et seq.; (5) Failure to Engage in the Interactive Process in Violation of the FEHA – Gov’t Code § 12940 et seq.; and (6) Wrongful Termination in Violation of Public Policy;

WHEREAS, on January 17, 2025, Defendant removed the State Court Complaint to the U.S. District Court, California Northern District, based on diversity jurisdiction, Case No.: 4:25-cv-00651-HSG;

WHEREAS, during the course of Plaintiff’s employment, Plaintiff and Defendant agreed to submit claims arising out of the course and scope of Plaintiff’s employment to binding arbitration in accordance with the National Rules for the Resolution of Employment Disputes issued by the American Arbitration Association (“AAA Rules”). Plaintiff signed the Arbitration Agreement on April 4, 2024.

WHEREAS, after Defendant removed the State Court Complaint to the U.S. District Court, California Northern District, the Parties met and conferred, and agreed that Plaintiff would submit all of his claims asserted against Defendant to arbitration

1 and an arbitrator will be selected pursuant to the AAA Rules;

2 WHEREAS, on April 1, 2025, this Court issued an order adopting the
3 Magistrate Judge's report and recommendation to grant the Parties' Stipulation to
4 Arbitrate and stay the action pending the completion of arbitration;

5 WHEREAS, on April 9, 2025, Plaintiff initiated arbitration with the American
6 Arbitration Association ("AAA") (the "Arbitration");

7 WHEREAS, on May 22, 2025, a AAA case manager confirmed that the
8 Arbitration was closed;

9 WHEREAS, on June 12, 2025, Plaintiff filed a Motion to Vacate Order
10 Compelling Arbitration ("Motion to Vacate Arbitration"). The hearing for the
11 Motion to Vacate Arbitration is scheduled for August 14, 2025;

12 WHEREAS, on August 11, 2025, the California Supreme Court issued its
13 decision in the case entitled *Dana Hohenshelt v. The Superior Court of Los Angeles*
14 *County*, S284498 ("*Hohenshelt*");

15 WHEREAS, the Parties met and conferred and agree that, in light of the
16 California Supreme Court's decision in *Hohenshelt*, the Parties agree that the
17 Arbitration be reopened and further agree that all proceedings in this case should be
18 stayed until final and binding arbitration has been completed; and

19 WHEREAS, this Court has the authority to order a stay of all proceedings
20 under the California Arbitration Act, and the Federal Arbitration Act, 9 U.S.C. § 3.

21 **NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS**
22 **FOLLOWS:**

23 1. Subject to the stipulations and agreements set forth herein above,
24 Plaintiff will agree to reopen Arbitration submit all of his claims to binding
25 arbitration and an arbitrator will be selected pursuant to the AAA Rules;

26 2. The operative pleadings already filed in this matter, including
27 Plaintiff's Complaint and Defendant's Answer, will serve as the operative pleadings
28 in the arbitration;

1 3. All of the Parties reserve their right to file or amend the operative
2 pleadings;

3 4. This matter will be stayed pending the completion of final and binding
4 arbitration of all of Plaintiff's claims but the Court shall maintain jurisdiction over
5 the case to: (a) enforce the terms of this stipulation; (b) confirm, enforce, or modify
6 the arbitration award in this action; and (c) make any other orders it deems necessary
7 and proper;

8 5. The hearing on the Motion to Vacate Arbitration will be vacated.

9 Counsel of record for Plaintiff and Defendant represent that they have full
10 authority to enter into this Stipulation on behalf of their clients.

11 **IT IS SO STIPULATED.**
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13
14 DATED: August 14, 2025

MOSER LEGAL, PC

15
16 By: /s/ Madison E. Gunning

JANA M. MOSER
MADISON E. GUNNING

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18 Attorneys for Plaintiff
19 ANDREW MORK
20

21 DATED: August 14, 2025

BUCHALTER
A Professional Corporation

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23
24 By: /s/ Michelle M. Brookfield

KALLEY R. AMAN
MICHELLE M. BROOKFIELD

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26 Attorneys for Defendant,
27 LGC EMPLOYEE CO, LLC d/b/a
28 LAMONS MANUFACTURING &
SERVICE CO.

ORDER [AS MODIFIED]


Based on the Parties' stipulation, which is fully incorporated herein by reference and good cause appearing, the parties are directed to proceed in arbitration consistent with this stipulation and the one they entered on February 14, 2025 (Dkt. No. 6).¹ All proceedings in this action remain stayed pending the completion of arbitration and all pending dates, deadlines, and hearings before this Court are vacated.

Moreover, as already ordered on April 1, 2025, Dkt. No. 11, the parties are DIRECTED to file a joint status report regarding the status of the arbitration proceedings 120 days from the date of this order and every 120 days thereafter unless otherwise ordered. The parties also must notify the Court within 48 hours of the completion of the arbitration proceedings.

This Order TERMINATES Dkt. No. 12, the motion to vacate the order compelling arbitration.

IT IS SO ORDERED.

DATED: 8/14/2025


Hon. Haywood S. Gilliam, Jr.

¹ The parties' proposed order asked the Court to order that "[a]rbitration is reopened." But the Court is not involved in the logistical details of the arbitration proceeding, so it is the parties' responsibility to effect the required reopening consistent with the arbitrator's rules.